

C.F.R. Part 85, 24 C.F.R. Part 570, Federal OMB Circulars A-87, A-110, A-122 and the Cash Management Improvement Act of 1990.

(c) The Recipient agrees to expend funds in accordance with the Budget and Scope of Work, Attachments A and B of this Agreement.

(d) All funds shall be requested on forms provided by the Department for that purpose.

(e) Pursuant to 24 C.F.R. Section 570.489(b), pre-agreement costs reflected in the grant application as originally submitted that relate to preparation of the grant application are considered eligible costs and may be reimbursed to the Recipient, if they are otherwise in compliance with all other requirements of this contract.

(f) Funds expended for otherwise eligible activities prior to the effective date of this Agreement, except for those provided for in this contract or prior to the effective date of the enabling amendment wherein the Department agrees to their eligibility, fundability, or addition to this Agreement, are ineligible for funding with CDBG funds.

(g) In the event that the Department suspends funding pursuant to the provisions of this Agreement, said suspension shall take effect as of the receipt of the notice of said suspension by the Recipient. Any requests for payment for which the Department has not yet disbursed payment shall be subject to said suspension.

(18) STANDARD CONDITIONS.

The Recipient agrees to be bound by the following standard conditions:

(a) The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Fla. Stat. or the Florida Constitution.

(b) If otherwise allowed under this Agreement, this Agreement may be extended for a period of at least six (6) months and shall be subject to the same terms and conditions set forth in the initial Agreement. There shall be only one extension of the Agreement unless the failure to meet the criteria set forth in the Agreement for completion of the Agreement is due to events beyond the control of the Recipient.

(c) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

(d) If otherwise allowed under this Agreement, all bills for any travel expenses shall be submitted in accordance with Section 112.061, Fla. Stat.

(e) The Department of Community Affairs reserves the right to unilaterally cancel this Agreement for refusal by the Recipient to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Fla. Stat., and made or received by the Recipient in conjunction with this Agreement.

(f) If the Recipient receives any interest income, it shall be returned to the Department.

(g) The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Department.

(19) LOBBYING PROHIBITION.

(a) No funds or other resources received from the Department in connection with this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) The Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representative of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(20) COPYRIGHT, PATENT AND TRADEMARK

(a) If the Recipient brings to the performance of this Agreement a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

(b) If any discovery or invention arises or is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected herewith, the Recipient shall refer the discovery or invention to the Department for a determination whether patent protection will be sought in the name of the State of Florida. Any and all patent rights accruing under or in connection with the performance of this agreement are hereby reserved to the State of Florida. In the event that any books, manuals, films, or other copyrightable materials are produced, the Recipient shall notify the Department. Any and all copyrights accruing under or in connection with the performance under this Agreement are hereby reserved to the State of Florida.

(c) Within thirty (30) days of execution of this Agreement, the Recipient shall disclose all intellectual properties relevant to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Department shall then, under Paragraph (b), have the right to all patents and copyrights which occur during performance of the Agreement.

(21) PROGRAM INCOME

(a) Program Income is defined in Rule 9B-43.003(47), Florida Administrative Code.

(b) Program income generated prior to closeout of this grant shall be returned to the Department unless:

1. The program income is used to fund additional units of CDBG activities referenced in the grant agreement under which the program income was generated; and

2. The recipient amends the grant agreement to encompass expenditure of that program income prior to administrative closeout; and

3. The funds are to be expended pursuant to the provisions of 24 C.F.R. Part 570, Sections 290.046-.049, Florida Statutes, and Rule Chapter 9B-43, Florida Administrative Code.

(c) Pursuant to 24 C.F.R. Section 570.489(e)(2)(ii)(c), program income retained by a Recipient during the term of this grant must be substantially disbursed before requesting additional funds from the Department.

(d) All program income generated after closeout shall be returned to the Department.

(e) The Recipient must report program income on hand from this or any other CDBG grant on the semiannual program income report.

(22) LEGAL AUTHORIZATION.

The Recipient certifies with respect to this Agreement that it possesses the legal authority to receive the funds to be provided under this Agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this Agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their undersigned officials as duly authorized.

RECIPIENT: MONROE COUNTY
BY: *Dixie M. Spehar* Date: 03/28/03
Name and title: Dixie Spehar, Mayor
SAMAS # _____ FID# 59-6000749

STATE OF FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS
BY: *Shirley W. Collins* Date: 4-9-03
Name and Title: Shirley W. Collins, Director
Division of Housing and Community Development

ACTIVITY WORK PLAN

RECIPIENT MONROE COUNTY DATE PREPARED 03/26/03

CONTRACT NO. 03DB-1A-11-54-01-H32 ACTIVITY BUDGET \$487,500
(for this activity only)

Activity		Number of Proposed Beneficiaries for this activity only			Proposed Activity Units	
Name <u>Sewer Hookups</u>					25	
Number <u>09a</u>					(H.U.)	
Service Area # <u>N/A</u>		LMI	VLI	Total	No. of Units	Type of Units
Date Start (month & year)	Date End (month & year)	Describe Proposed Action to be Undertaken or Contract Special Condition Clearance Documentation to be Submitted by "Date End"			# Units to be Completed by "Date End"	Proposed \$\$ to be Requested by "Date End"
05/03	05/03	Submit Request for Release of Funds & Environmental Conditions				
05/03	05/03	Submit documentation to clear Special Condition Numbers <u>ALL</u>				
06/03	12/03	Sewer Hookups			12	\$234,000
01/04	06/04	Sewer Hookups			7	\$136,500
07/04	12/04	Sewer Hookups			6	\$117,000
05/03	03/05	Submit Administrative Closeout				

ACTIVITY BUDGET TOTAL \$ 487,500
(must equal Activity Budget in the heading of this form)

ACTIVITY WORK PLAN

RECIPIENT MONROE COUNTY DATE PREPARED 03/26/03

CONTRACT NO. 03DB-1A-11-54-01-H32 ACTIVITY BUDGET \$150,000
(for this activity only)

Activity		Number of Proposed Beneficiaries for this activity only			Proposed Activity Units Housing Units (H.U.)	
Name <u>Housing Rehabilitation</u> Number <u>09a</u> Service Area # <u>N/A</u>		LMI	VLI	Total	<u>20</u> No. of Units	Type of Units
Date Start (month & year)	Date End (month & year)	Describe Proposed Action to be Undertaken or Contract Special Condition Clearance Documentation to be Submitted by "Date End"			# Units to be Completed by "Date End"	Proposed \$\$ to be Requested by "Date End"
05/03	05/03	Submit Request for Release of Funds & Environmental Conditions				
05/03	05/03	Submit documentation to clear Special Condition Numbers <u>ALL</u>				
06/03	12/03	Housing Rehabilitation			6	\$45,000
01/04	06/04	Housing Rehabilitation			6	\$45,000
07/04	12/04	Housing Rehabilitation			8	\$60,000
05/03	03/05	Submit Administrative Closeout				

ACTIVITY BUDGET TOTAL \$ 150,000
(must equal Activity Budget in the heading of this form)

RECIPIENT MONROE COUNTY DATE PREPARED 03/26/03

CONTRACT NO. 03DB-1A-11-54-01-H32 ACTIVITY BUDGET \$112,500
 (for this activity only)

Activity Name <u>Administration</u> Number <u>13</u> Service Area # <u>N/A</u>		Number of Proposed Beneficiaries for this activity only LMI VLI Total			Proposed Activity Units Housing Units (H.U.) No. of Units Type of Units	
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Date Start (month & year)	Date End (month & year)	Describe Proposed Action to be Undertaken or Contract Special Condition Clearance Documentation to be Submitted by "Date End"	# Units to be Completed by "Date End"	Proposed \$\$ to be Requested by "Date End"
05/03	05/03	Submit Request for Release of Funds & Environmental Conditions		
05/03	05/03	Submit documentation to clear Special Condition Numbers <u>ALL</u>		
05/03	05/03	Administration Reimburse Application Costs		\$5,000
05/03	06/03	Administration, Quarterly Reimbursement		\$4,479
07/03	09/03	Administration, Quarterly Reimbursement		\$14,717
10/03	12/03	Administration, Quarterly Reimbursement		\$14,717
01/04	03/04	Administration, Quarterly Reimbursement		\$14,717
04/04	06/04	Administration, Quarterly Reimbursement		\$14,717
07/04	09/04	Administration, Quarterly Reimbursement		\$14,717
10/04	12/04	Administration, Quarterly Reimbursement		\$14,717
01/05	03/05	Administration, Quarterly Reimbursement		\$14,719
05/03	03/05	Submit Administrative Closeout		

ACTIVITY BUDGET TOTAL \$ 112,500
 (must equal Activity Budget in the heading of this form)

Attachment C

State and Federal Program Statutes and Regulations

By signature of this Agreement, the local government hereby certifies that it will comply with the following applicable federal and state requirements:

- | | | | |
|-----|---|-----|--|
| 1. | Community Development Block Grant, Final Rule, 24 C.F.R., Part 570; | 39. | Executive Order 11296, relating to evaluation of flood hazards; |
| 2. | Florida Small and Minority Business Act, s. 288.702-288.714, F.S.; | 40. | Executive Order 11288, relating to prevention, control and abatement of water pollution; |
| 3. | Florida Coastal Zone Protection Act, s. 161.52-161.58, F.S.; | 41. | Cost-Effective Energy Conservation Standards, 24 C.F.R. Part 39; |
| 4. | Local Government Comprehensive Planning and Land Development Regulation Act, Ch. 163, F.S.; | 42. | Section 8 Existing Housing Quality Standards, 24 C.F.R. Part 882; |
| 5. | Title I of the Housing and Community Development Act of 1974, as amended | 43. | Coastal Barrier Resource Act of 1982; |
| 6. | Treasury Circular 1075 regarding drawdown of CDBG funds | 44. | Federal Fair Labor Standards Act, 29 U.S.C., s. 201 et. seq.; |
| 7. | Sections 290.0401-290.049, F.S.; | 45. | Title VI of the Civil Rights Act of 1964 - Non-discrimination; |
| 8. | Rule Chapter 9B-43, Fla. Admin. Code.; | 46. | Title VII of the Civil Rights Act of 1968 - Non-discrimination in housing; |
| 9. | Department of Community Affairs Technical Memorandums; | 47. | Age Discrimination Act of 1975; |
| 10. | HUD Circular Memorandums applicable to the Small Cities CDBG Program; | 48. | Executive Order 12892- Fair Housing |
| 11. | Single Audit Act of 1984; | 49. | Section 109 of the Housing and Community Development Act of 1974, Non-discrimination; |
| 12. | National Environmental Policy Act of 1969 and other provisions of law which further the purpose of this Act; | 50. | Section 504 of the Rehabilitation Act of 1973 and 24 C.F.R. Part 8; |
| 13. | National Historic Preservation Act of 1966 (Public Law 89-665) as amended and Protection of Historic Properties (24 C.F.R. Part 800); | 51. | Executive Order 11063 - Equal Opportunity in Housing; |
| 14. | Preservation of Archaeological and Historical Data Act of 1966; | 52. | Executive Order 11246 - Non-discrimination; |
| 15. | Executive Order 11593 - Protection and Enhancement of Cultural Environment; | 53. | Section 3 of the Housing and Urban Development Act of 1968, as amended - Employment/Training of Lower Income Residents and Local Business Contracting; |
| 16. | Reservoir Salvage Act; | 54. | Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L., 100-17, and 49 C.F.R. Part 24; |
| 17. | Safe Drinking Water Act of 1974, as amended; | 55. | Copeland Anti-Kickback Act of 1934; |
| 18. | Endangered Species Act of 1958, as amended; | 56. | Hatch Act; |
| 19. | Executive Order 12898 - Environmental Justice | 57. | Title IV Lead-Based Paint Poisoning Prevention Act (42 U.S.C., s. 1251 et. seq.); |
| 20. | Executive Order 11988 and 24 C.F.R. Part 55 - Floodplain Management; | 58. | OMB Circulars A-87, A-122, and A-133, as revised; |
| 21. | The Federal Water Pollution Control Act of 1972, as amended (33 U.S.C., s. 1251 et. seq.); | 59. | Administrative Requirements for Grants, 24 C.F.R. Part 85; |
| 22. | Executive Order 11990 - Protection of Wetlands; | 60. | Section 102 of the Department of Housing and Urban Development Reform Act of 1989 and 24 C.F.R. Part 12. |
| 23. | Coastal Zone Management Act of 1968, as amended; | | |
| 24. | Wild and Scenic Rivers Act of 1968, as amended; | | |
| 25. | Clean Air Act of 1977; | | |
| 26. | HUD Environmental Standards (24 C.F.R. Part 58); | | |
| 27. | Farmland Protection Policy Act of 1981; | | |
| 28. | Clean Water Act of 1977; | | |
| 29. | Davis - Bacon Act; | | |
| 30. | Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. s. 327 et. seq.; | | |
| 31. | The Wildlife Coordination Act of 1958, as amended; | | |
| 32. | The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1975 (42 U.S.C., s. 6901 et. seq.); | | |
| 33. | Noise Abatement and Control: Departmental Policy Implementation, Responsibilities, and Standards, 24 C.F.R. Part 51, Subpart B; | | |
| 34. | Flood Disaster Protection Act of 1973, P.L. 92-234; | | |
| 35. | Protection of Historic and Cultural Properties under HUD Programs, 24 C.F.R. Part 59; | | |
| 36. | Coastal Zone Management Act of 1972, P.L. 92-583; | | |
| 37. | Architectural and Construction Standards; | | |
| 38. | Architectural Barriers Act of 1968, 42 U.S.C. 4151; | | |

ATTACHMENT D
SPECIAL CONDITIONS
Housing Category

The following reports must be completed and submitted to the Department of Community Affairs (DCA) in the time frames indicated. Failure to timely file these reports constitutes an event of default, as defined in Paragraph (9) of this Agreement.

- a. The Contractual Obligations and MBE Report must be submitted to DCA by April 15 and October 15 annually. The form should report new contractual activity (do not report contracts that have been previously reported). If no activity has taken place during the reporting period, the form must be submitted indicating "no activity".
- b. The Request for Funds Form must be submitted to the DCA at a minimum of once per quarter. If no activity has taken place during the quarterly reporting period for which funds will be requested, the form must be submitted indicating "no funds required".
- c. The Projection of Contract Payments and Report on Accomplishments to Date Form must be submitted to the DCA four (4) times a year: May 1, August 1, November 1 and February 1. In Section I Funding Projection, if no funding will be required for the applicable reporting period, the form must be submitted indicating "no funds required". In Section II Accomplishments, all accomplishments must be reported from implementation to date. If there are no accomplishments to report, "no accomplishments to date" must be indicated.

Failure to comply with the above reporting requirements may result in suspension of funding or in the Department's inability to honor Request for Funds.

PRE-AWARD REQUIREMENTS:

- 1) This Agreement shall be executed by the Recipient and returned to the Department at its offices at 2555 Shumard Oak Boulevard, Florida, 32399-2100, within thirty (30) days after receipt, in accordance with Fla. Admin. Code, Rule 9B-43.014(2). All time periods in this Agreement refer to calendar days. After receipt by the Department of the signed Agreement and those submissions required in paragraph two (2) of this Attachment D, the Department will execute this Agreement and return an original to the Recipient.
- 2) The Recipient must satisfy the following provisions prior to the execution of this Agreement by the Department, but in any case, no later than thirty (30) days from the date of execution of this Agreement by the Recipient:
 - A) Develop, subject to the approval of the Department, a detailed consolidated Work Plan for the project as described in the Application. The Work Plans shall indicate the proposed dates of starting and completing each of the various activities of this Agreement, including but not limited to submitting plans, specifications, and bid documents to the Department (if required); issuing notices to proceed to contractors; three intermediate dates for completion of portions of the activities (i.e., 33%, 66%, and 100% completion); and submission of the administrative closeout package. Pursuant to OMB Circular A-87, Attachment B, Paragraph 32, funds obligated or expended on activities prior to the effective date of this Agreement are ineligible for reimbursement except those expenses to comply with the requirements of 24 C.F.R. Part 58 and for the application preparation cost detailed in the application. The Department reserves the option of rejecting Work Plans wherein the time frames are not realistic, where proposed funding time frames are at great variance with proposed completion of activities, or where the Work Plans are not sufficient in detail;

B) Submit to the Department the completed Civil Rights Profile Form to facilitate the Department's civil rights review;

C) Establish a separate non-interest bearing checking account ("the CDBG operating account") for the purpose of this grant. This non-interest bearing checking account shall be used for all CDBG expenditures unless an escrow account is established pursuant to 24 C.F.R. Section 570.511 for payments to contractors for rehabilitation of single-family dwellings or multi-family dwellings containing no more than four housing units. Funds will be dispatched directly to the CDBG operating account. Three copies with original signatures of the attached Signature Authorization Form shall be returned to the Department. Each individual who is a signatory on the CDBG operating account must be bonded. This condition is waived if the Recipient elects in writing to conduct its grant on a one hundred percent reimbursement basis and so certifies to the Department;

D) Establish, if desired by the Recipient, a separate interest bearing checking account ("the CDBG escrow account") for the purpose of payment of the housing rehabilitation activity expenditures during the term of this Agreement. This interest bearing checking account shall be used only for CDBG expenditures pursuant to 24 C.F.R. Section 570.511 for payments to contractors for rehabilitation of single-family dwellings or multi-family dwellings containing no more than four housing units and shall not be used for payment of administration, relocation, or other purposes. Funds for escrow purposes will be dispatched directly to the CDBG operating account. Each individual who is a signatory on the CDBG escrow account must be bonded. All interest accruing on the CDBG escrow account shall be forwarded to the Department on no less than a quarterly basis for submission to the U.S. Department of Housing and Urban Development; and

E) Submit to the Department an initial Form HUD 2880, or its equivalent, pursuant to 24 C.F.R. Part 12.

PRIOR TO EXPENDING MORE THAN \$5,000 ON ADMINISTRATION OR WITHIN 90 DAYS:

3) Prior to the obligation or disbursement of any funds, except for administrative expenses not to exceed Five Thousand Dollars (\$5,000), but in any case, no later than ninety (90) days from the effective date of this Agreement, the Recipient shall undertake the following:

A) Comply with procedures set forth in 24 C.F.R. Part 58, Environmental Review Procedures for Title I Community Development Block Grant Programs and 40 C.F.R. Section 1500-1508, National Environmental Policy Act Regulations. When this condition has been fulfilled to the satisfaction of the Department, the Department will issue a Notice of Removal of Environmental Conditions;

B) Should the Recipient be undertaking any activity subject to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), as amended, the Recipient shall document completion of the notice requirements provided in HUD Handbook 1378, Change 4. A non-exhaustive list of activities that would trigger this requirement would be proposed temporary relocation of tenants, acquisition of property, acquisition of easements or rights-of-way, proposed demolition of housing units, or displacement;

C) Unless the Recipient has received a letter from the Department approving its procurement policy, the Recipient shall amend the policy to address the Department's review comments and submit to the Department a copy of the amended policy, including documentation of adoption;

E) Modify its Housing Assistance Plan to require that any housing unit rehabilitated with CDBG funds must be covered by flood insurance for the period following rehabilitation of the structure to the closeout of the grant contract; and

F) The documentation required in paragraph 5 below for any professional services contract.

PRIOR TO EXPENDITURE OF FUNDS FOR ARCHITECTURE OR ENGINEERING SERVICES:

4) The local government shall not expend any CDBG funds for architectural or engineering services until the Department has received the information required in paragraph 5 relating to architectural and engineering services.

PRIOR TO ENTERING INTO A SOLE SOURCE CONTRACT:

5) The Recipient shall not enter into a contract to be paid with CDBG funds based on a sole source or single proposer procurement action without prior written approval from the Department. Failure to secure the prior written approval shall relieve the Department of any obligation to fund the said procurement contract. Any previous payments to the Recipient to fund said contract shall be ineligible and shall be repaid to the Department by the Recipient.

WITHIN FIVE DAYS OF CONTRACTING FOR PROFESSIONAL SERVICES:

6) For each procured and executed professional services contract for which CDBG funding will be requested, or within five (5) days of the execution of any yet to be procured professional services for which CDBG funding will be requested, submit a copy of the following procurement documents:

- A) Public notice of the terms of the request for proposals in a newspaper of regional circulation, including affidavit of publication;
- B) List of entities to whom a notification of the request for proposals was provided by mail or by fax;
- C) List of firms which submitted a proposal (only if short-listing procedure was used);
- D) Completed short-listing evaluation / ranking forms, including any ranking summary document, and document transmitting the short-listed firms to the commission (only if short-listing procedure used);
- E) Completed final evaluation / ranking forms;
- F) Portion of commission minutes dealing with contract award;
- G) Cost breakout from selected firm used for completion of the cost analysis (if pricing information was not submitted with proposals);
- H) Contract (signed or proposed);
- I) Truth-in-Negotiation certification (if not in the contract) for engineering contracts over \$60,000;
- J) If a protest was filed, a copy of the protest and documentation of resolution;
- K) A request for the Department's approval of a single source procurement if only one firm was considered and the contract exceeds \$25,000;
- L) If a regional planning council or local government is performing the services, submit only a copy of the contract and cost analysis information; and
- M) If a professional services procurement will not be undertaken, so advise the Department.

ADMINISTRATIVE REMINDERS:

- 7) No expense to be paid with CDBG funds pursuant to this Agreement may be incurred prior to the effective date of the Agreement, except as provided for in paragraph 6(A) of this Attachment D and except for those eligible application preparation costs outlined in the terms of this application, as received by the Department on or before the application deadline. Funds expended for otherwise additional eligible activities prior to the effective date of this Agreement or prior to the effective date of the enabling amendment wherein the Department agrees to their eligibility or addition to the Agreement are ineligible for funding or reimbursement.
- 8) The Recipient, by executing this Agreement, does hereby certify that there will be no program income generated as a result of this grant. However, should program income be inadvertently generated, it will be returned to the Department within three working days of receipt of said program income. Program income is defined in accordance with 24 C.F.R. Section 570.489(e) without regard to any excluded amounts. Should the program income be generated from the payment of a loan made by the Recipient to an eligible beneficiary for the purpose of housing rehabilitation, the Recipient may only undertake additional eligible housing rehabilitation prior to closeout with the proceeds of such repayment, or return the program income to the Department.
- 9) The Recipient shall provide assistance for the rehabilitation of housing in a floodplain only after documenting the rehabilitation case file for that structure that the Recipient and the beneficiary are in compliance with the Flood Disaster Protection Act of 1973. This documentation must address such things as elevation requirements, erosion, and water, sewage, or septic tank requirements. Each structure located within a floodplain that is rehabilitated to any extent with CDBG funds shall be insured under the National Flood Insurance Program until at least submission of the administrative closeout package.
- 10) The Recipient shall annually undertake an activity to affirmatively further fair housing pursuant to 24 C.F.R. Section 570.487(b)(4). Annually shall be defined as an activity for each year or one-third thereof from the effective date of the contract to the date of submission of the administrative closeout.
- 11) The Recipient shall expend and document the expenditure of the amount of local government general revenue contribution that is claimed for points on Form CDBG-H-4 in the Application, as it may have been amended through the completeness process, and reflected on Attachment A to this Agreement. Except for the CDBG portion of the cost of post-administrative closeout audits and for unreimbursed application preparation cost, these local government general revenue funds shall be expended after the date of the site visit and prior to submission of the administrative closeout. The local government general revenue contribution shall be expended concurrently with expending CDBG funds for the same purpose. The expenditure of local government general revenue funds shall be documented as if they were CDBG funds. The documentation of the expenditures shall be reviewed by the Department prior to the approval of administrative closeout.
- 12) The Recipient shall expend and document the expenditure of the amount of other grant or loan leverage funds that is claimed for points on Form CDBG-H-3(B3) in the Application, as it may have been amended through the completeness process, and as reflected on Attachment A to this Agreement. These grant or loan leverage funds shall be expended as described on Form CDBG-H-4 after the date of the site visit and prior to submission of the administrative closeout. The expenditure of other grant or loan leverage funds shall be documented as if they were CDBG funds. The documentation of the expenditures shall be reviewed by the Department prior to the approval of administrative closeout.
- 13) Conflicts of interest relating to procurement shall be addressed pursuant to 24 C.F.R. Section 570.489(g). Conflicts of interest relating to acquisition or disposition of real property; CDBG financial assistance to beneficiaries, businesses, or other third parties; or any other financial interest, whether real or perceived, shall be addressed pursuant to 24 C.F.R. Section 570.489(h).
- 14) The Recipient shall comply with the historic preservation requirements of 24 C.F.R. 58.17 and the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings.
- 15) A deed restriction shall be recorded on any real property or facility acquired or constructed with CDBG funds. This restriction shall limit the use of that real property or facility to the use stated in the Application and that title shall remain in the name of the Recipient. Such deed shall be made a part of the public records in the Clerk

of Court of the County in which the Recipient is located. Any future disposition of that real property shall be in accordance with 24 C.F.R. Section 85.31. Any future change of use shall be in accordance with 24 C.F.R. Section 570.489(j).

16) The Recipient shall conduct all public hearings relating to this Agreement and performance thereunder in a location that is accessible to physically handicapped persons or make such accommodations as necessary to provide for active participation of handicapped persons desirous of attending such public hearings.

17) The Recipient shall update and submit Form HUD 2880 to the Department within 30 days of the Recipient's knowledge of changes in situations which would require that such updates be prepared. A final Form HUD 2880 shall be provided to the Department with the request for administrative closeout, and its absence or incompleteness shall be cause for rejection of such administrative closeout and assessment of penalties which would have otherwise occurred.

18) The Recipient must comply with the Housing Assistance Plan that was provided to the department as part of the application process. The Recipient agrees that this Housing Assistance Plan must be followed when selecting beneficiaries and housing units, and shall only be modified after application deadline with prior DCA approval.

19) For properties constructed prior to 1978, any homeowner, resident, or tenant remaining in, being relocated from, or locating to any housing unit that is to be rehabilitated or that has been rehabilitated, in whole or in part, with CDBG funds provide under the terms of this Agreement, shall be advised:

- A) The property may contain lead-based paint;
- B) The hazards of lead-based paint;
- C) The symptoms and treatment of lead poisoning;
- D) The precautions to be taken to avoid lead-based paint poisoning (including maintenance and removal techniques for eliminating such hazards);
- E) The need for and availability of blood lead level screening for children under seven years of age; and
- F) Appropriate abatement procedures may be undertaken if lead-based paint is found on the property.

20) The Recipient shall maintain records of its expenditure of funds from all sources that will allow accurate and ready comparison between the expenditures and the contracted budget line items by contracted activity as defined on Attachment A and on the Work Plans required in paragraph 2(A) of this Attachment D.

21) Bids for rehabilitation or reconstruction of housing units shall only be accepted from contractors licensed by the State of Florida, Department of Business and Professional Regulation.

22) Change orders for rehabilitation or reconstruction of housing units which cumulatively exceed one thousand dollars (\$1,000) above the original contract amount, shall only be paid with CDBG funds if those change orders are to correct documented code violations based on a bonafide code violation report or to meet Section 8 Housing Quality Standards.

23) All change orders for housing rehabilitation or reconstruction shall be approved by the housing unit owner or his or her representative and the contractor and a representative of the local government prior to any initiation of additional work based on that change order.

24) To document completion of construction, each housing unit case file shall contain the following information:

- A) A statement from the contractor that all items on the initial work write-up and those modified through change orders have been completed;
- B) An acknowledgment that the housing unit meets the applicable local code and Section 8 Housing Quality Standards, signed and dated by the local building inspector or the local government's housing rehabilitation specialist;
- C) A signed statement by the housing unit owner or his or her representative that the work has been completed based on the work write-up and change orders. Should all requirements be fulfilled and the homeowner or their representative refuse to acknowledge completion of the work, the housing unit case file shall be documented with a statement detailing the stated reason for said refusal; and
- D) This documentation shall be completed prior to the submission of the administrative closeout package and shall accompany the administrative closeout package when submitted to the Department.
- 25) The following data will be provided by housing unit as part of the administrative closeout for each activity providing direct benefit (ie., housing rehabilitation, temporary relocation, hookups, etc.):
- A) Name of each recipient and address of each housing unit rehabilitated with CDBG funds, the date the construction was completed on the housing unit, and the amount of CDBG funds spent on that housing unit;
- B) Whether the household is headed by a female, the number of handicapped persons in the household, the number of elderly persons in the household, and the LMI or VLI status of the household;
- C) The number of occupants in the household, categorized by sex; and
- D) The racial demographics of the household by number (white, black, Hispanic, Asian/pacific islander, Hassidic Jew or American Indian/Alaskan native);
- 26) The statistics provided in Number 25 above shall be summarized by activity and submitted with the administrative closeout package.
- 27) Any payment exceeding fair market value as established through the appraisal process established in HUD Handbook 1378 for acquisition of any property, right-of-way, or easement, shall be approved in writing by the Department prior to distribution of the funds. Should the Recipient fail to obtain Department approval, any portion of the cost of the acquisition exceeding Fair Market Value shall not be paid with CDBG funds.
- 28) The Recipient shall take photographs or video of all activity locations prior to initiating any construction. As the construction progresses, additional photography or video work shall be done to document the ongoing improvements. Upon completion of construction, a final set of photographs or video of the activity locations will be done.

AGREEMENT SPECIFIC SPECIAL CONDITIONS:

Not applicable.

EXHIBIT 1

Federal Resources awarded to the Recipient pursuant to this Agreement consist of the following:

Federal Program:	U.S. Department of Housing and Urban Development	
	CFDA #14.228	\$750,000.00

Compliance requirements applicable to the federal resources awarded pursuant to this Agreement are as follows:

Note: If the resources awarded to the recipient represent more than one Federal program, list applicable compliance requirements for each Federal program in the same manner as shown below.

Federal Program:

1. The Recipient will fully perform the obligations in accordance with the Budget and Scope of Work, Attachments A and B of this Agreement.

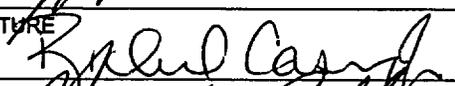
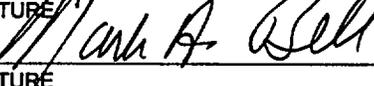
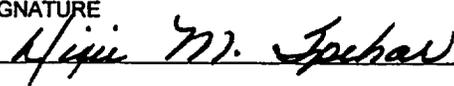
2. The Recipient shall be governed by applicable State and Federal laws, rules and regulations, including but not limited to those identified in Attachment C.

Note: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal programs and State projects included in Exhibit 1 be provided to the Recipient.

SIGNATURE AUTHORITY FORM (07.02)

INDIVIDUALS AUTHORIZED TO SUBMIT REQUESTS FOR PAYMENTS

SUBMIT THREE ORIGINAL COPIES FOR EACH CONTRACT

RECIPIENT Monroe County		CONTRACT # 03DB-1A-11-54-01-H32	
MAILING ADDRESS (STREET OR POST OFFICE BOX) 1100 Simonton Street			
CITY, STATE AND ZIP CODE Key West, Florida 33040			
CONTACT PERSON MARK A. BELL Project Coord., Monroe County Housing Authority		TELEPHONE # 305.292.1221 E-MAIL ADDRESS: BELLM@KWAH.ORG	
FINANCIAL CONTACT PERSON LAURA DELOACH-HARTLE ACCOUNTING SUPERVISOR, MONROE COUNTY		TELEPHONE # 305.292.3534 E-MAIL ADDRESS: LDELOACH-HARTLE@MONROE-CLERK.COM	
REQUESTS FOR FUNDS FROM THE FLORIDA SMALL CITIES CDBG PROGRAM (DEPARTMENT OF COMMUNITY AFFAIRS) REQUIRE (CHECK ONE) [] ONE SIGNATURE [X] TWO SIGNATURES OF INDIVIDUALS AUTHORIZED BELOW.			
TYPED NAME J. Manuel Castillo, Sr.	DATE 3/27/03	SIGNATURE 	
TYPED NAME Richard C. Casey, Jr.	DATE 3/28/03	SIGNATURE 	
TYPED NAME Mark A. Bell	DATE 03/27/03	SIGNATURE 	
TYPED NAME	DATE	SIGNATURE	
I CERTIFY, AS THE RECIPIENT'S CHIEF ELECTED OFFICIAL, THAT THE ABOVE SIGNATURES ARE OF THE INDIVIDUALS AUTHORIZED TO SIGN REQUESTS FOR FUNDS FROM THE SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT.			
TYPED NAME DIXIE SPEHAR, MAYOR	DATE 3/28/03	SIGNATURE 	
<input checked="" type="checkbox"/> Check here if your local government receives Electronic Funds Transfer (EFT) from the State of Florida. Note: CDBG payments made via EFT are automatically deposited to the local governments general account. If this account is interest bearing it must be transferred to a non-interest bearing account. You can check on your deposit through the State Comptroller's website at http://flair.dbf.state.fl.us/ If you are not sure if your local government uses EFT, or have any questions about the process, please call the CDBG section at (850) 922-1894.			
<input checked="" type="checkbox"/> Check here if your local government will be working on a reimbursement basis. For local governments not receiving EFT and not working on a reimbursement basis, a non-interest bearing account must be established. Please list the account information for the financial institution (insured by the FDIC) below. All signatures on this account must be bonded.			
NAME OF FINANCIAL INSTITUTION		ACCOUNT NUMBER	
STREET ADDRESS OR POST OFFICE BOX		TELEPHONE NUMBER	
CITY, STATE AND ZIP CODE			